


<b>FROM</b>	NAME & TITLE	Robert Cennane, Chief <i>CS</i>	CITY of BALTIMORE <b>MEMO</b>	
	AGENCY NAME & ADDRESS	Bureau of the Budget and Management Research Room 432, City Hall (410) 396-4941		
	SUBJECT	AAO #55: Acceptance of Bloomberg Family Foundation Grant		

DATE:

TO

The Honorable President and Members  
of the Board of Estimates

January 18, 2018

Dear President and Members:

**ACTION REQUESTED OF B/E:**

The Board of Estimates is requested to approve and authorize acceptance of a grant award from the Bloomberg Family Foundation to support violence reduction strategies. The grant period is effective upon Board approval and will terminate December 31, 2019.

Further approval is requested for the following appropriation adjustment order – grant fund transfer within the Mayor's Office of Criminal Justice for \$2,000,000 in unallocated grant funds from Service 617: Victim Services and Service 758: Coordination of Public Safety Strategy, to Service 757: CitiWatch.

The full amount of the grant is \$5,000,000. In Fiscal 2018 only \$2,000,000 is being repurposed through an appropriations adjustment order to align with anticipated spending. The budget will be appropriated in Fiscal 2019 to accommodate spending from the grant in the amount of \$3,000,000.

**AMOUNT OF MONEY AND SOURCE OF FUNDS:**

In Fiscal 2018 only \$2,000,000 requires an appropriation adjustment order. This is coming from three different unallocated grant fund sources.

This grant award will require transfer of \$1,250,000 from unallocated federal grant funds in Service 758: Coordination of Public Safety Strategy, to Service 757: CitiWatch.

<b>FROM</b>	<b>TO</b>
4000-400018-2252	6000-607118-2251

Additionally, this grant award will require transfer of \$500,000 from unallocated special grant funds in Service 617: Victim Service, to Service 757: CitiWatch.

<b>FROM</b>	<b>TO</b>
6000-600018-2254	6000-607118-2251

Lastly, this grant award will require transfer of \$250,000 from unallocated federal grant funds in Service 617: Victim Service, to Service 757: CitiWatch.

<b>FROM</b>	<b>TO</b>
4000-400018-2254	6000-607118-2251

**BACKGROUND AND EXPLANATION:**

The Bloomberg Family Foundation wishes to make a \$5,000,000 grant to the Mayor's Office of Criminal Justice (MOCJ) to support violence reduction strategies. Baltimore City will significantly expand technologies used by the Baltimore Police Department to address, prevent, and solve crimes, particularly those involving gun violence. The technologies will bolster Baltimore's CitiWatch program, expand license plate readers, and increase areas of the city in which technology will detect gunshots and alert the BPD in real-time. These new investments are in technologies that have demonstrated an impact in reducing crime, in Baltimore and cities around the country. In order to maximize impact, the new technology will be targeted to areas with documented violent crime where there are clear gaps in technology coverage. Specifically, 60 additional CCTV cameras will be installed on light poles, 25 additional mobile license plate readers will be installed on patrol cars, and 10 additional square-miles of gunshot detection coverage will be deployed. Additional work may include system updates to enable field reporting from laptops and/or real-time alerting of 911 dispatch data to patrol officers in the field.

**MBE/WBE PARTICIPATION:**

These are private grant funds being provided to the City. As such, MBE/WBE participation is not applicable.

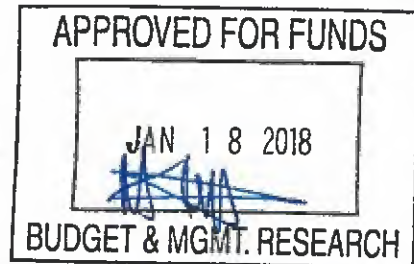
**BALTIMORE CITY RESIDENTS FIRST (BCRF):**

BCRF Applicable: \_\_\_\_yes \_\_\_\_x\_\_\_\_no

APPROVED BY BOARD OF ESTIMATES

*Bernice N. Taylor*

DATE **JAN 24 2018** CLERK





EXECUTION VERSION

**GRANT AGREEMENT  
BETWEEN THE BLOOMBERG FAMILY FOUNDATION INC.  
AND THE MAYOR AND CITY COUNCIL OF BALTIMORE**

GRANT AGREEMENT (hereinafter referred to as the "Agreement") made as of January 1, 2018 (the "Effective Date") by and between The Bloomberg Family Foundation Inc. (the "Foundation") and the Mayor and City Council of Baltimore (the "Grantee").

WHEREAS, the Grantee has developed a plan for investing in technologies to advance its violence reduction strategy (the "Initiative");

WHEREAS, the Foundation wishes to make a donation to the Grantee to provide support to the Grantee to help implement the Initiative;

NOW, THEREFORE, THE FOUNDATION AND THE GRANTEE AGREE AS FOLLOWS:

1. Grant. The Foundation pledges and agrees that it will make grants to support the Program (as defined below) in an amount not to exceed FIVE MILLION DOLLARS (\$5,000,000) in cash (hereinafter sometimes referred to as the "Grant" and the "Grant Funds"). Grant Funds shall be available during the period beginning on the Effective Date and ending on December 31, 2019 (the "Grant Term") or such earlier or later termination date as provided in this Agreement. Grant Funds shall be paid in U.S. Dollars. Grant Funds will be paid in two installments after receipt by the Foundation of the enclosed countersigned copy of this Agreement and according to the following payment schedule and instructions for payment:

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Contingent Upon</u>
On or before 30 days following the Foundation's receipt of the countersigned copy of this Agreement	Not to Exceed \$3,000,000	<ul style="list-style-type: none"> <li>• Receipt of countersigned copy of this Agreement</li> </ul>
On or before January 31, 2019	Not to Exceed \$2,000,000	<ul style="list-style-type: none"> <li>• Timely reports and satisfactory progress with respect to the Program</li> <li>• Compliance with all other terms of this Agreement</li> </ul>

2. Purpose. The Grant shall be used by the Grantee to purchase and deploy critical public safety technology tools as a key component of the Grantee's violence-reduction strategy, in accordance with the requirements set forth on Schedule A attached hereto (the "Program"), and to engage in other activities as are consistent with the Program as outlined in this Agreement and the schedules attached hereto, including the Program budget as set forth on Schedule B attached hereto (the "Program Budget" or the "Budget").

3. Use of Grant Funds.

(a) Scope and Budget. Under United States law, Grant Funds may be expended only for charitable, scientific, literary, educational or public purposes. This Grant is made only for the purposes stated in this Agreement and the Schedules attached hereto, and it is understood that Grant Funds shall be used for such purposes in accordance with the Program Budget described in Section 3(b). Any Grant Funds not expended or committed for the purposes of the Grant, or within the period stated above, must be returned to the Foundation, unless otherwise authorized in writing by the Foundation.

(b) Budget. The Program Budget has been developed to cover all costs related to the Program and the Foundation's funding of the Program. The Grantee must adhere to the Program Budget. The Foundation must pre-approve any change of 10% or more in any line item. Any budgetary changes for activities not included in the Program must receive prior Foundation approval. The Foundation reserves the right to withhold funding if said expenditures are not consistent with the Program or in accordance with the Program Budget. In addition, indirect costs can in no event represent more than what is currently represented in the Program Budget. For the purposes of this Agreement, indirect costs shall mean those costs that have been incurred by the Grantee that cannot be identified specifically in reference to a particular program but relate to several programs, including the Program. The Grantee must deposit the Grant Funds in an interest-bearing account or other short-term investment vehicle and must apply any interest

earned to the Program. Any additional income related to Grant Funds, including but not limited to dividends, interest or appreciation must be used for the Program. Interest earned must be reported to the Foundation in the Periodic Report (as defined below).

(c) Key Persons. If the Grantee is notified that Andrew Vetter, Director of the Mayor's Office of Criminal Justice (the "Key Person") will cease to devote a substantial portion of his business time and efforts to the Program, the Grantee shall notify the Foundation of such cessation within 3 business days. The Foundation shall have the right to discontinue funding the Program or cancel the Grant with respect to any then undistributed Grant Funds if (a) such Key Person's position has not been filled within 60 days after such notification with a person possessing similar skills and capabilities, as determined by the Foundation in its sole discretion, (b) the Foundation has not been provided with documentation demonstrating that the person hired to fill such vacancy is well-qualified to fill the position, or (c) such Key Person does not again begin devoting a substantial portion of his business time to the Program within 10 business days.

(d) Restrictions on Distribution of Grant Funds. The Grantee acknowledges that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to organizations and individuals and/or organizations associated with terrorism and terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union. The Grantee will take all precautions necessary to ensure that none of the Grant Funds will be used (i) in support of or to promote violence, terrorist activity or related training, whether directly through its own activities and programs, or indirectly through its support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities or (ii) for purposes of or in connection with bribery or in contravention of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or other applicable anti-bribery law. In addition, the Grantee confirms that no Grant Funds will be paid to, or on behalf of, U.S. Government officials, except as permitted under Treasury Regulation 53.4941(d)-3(e).

(e) Media Documentation. The Grantee shall use its best efforts to document the Program by facilitating and/or producing publications, audio or video programming, film or other media regarding the Program.

(f) Sub-Grants and Sub-Contracts. The Grantee shall not be permitted to use any portion of the Grant Funds to make sub-grants to other organizations or individuals. It is understood that the Grantee may make sub-contracts in connection with the Program. The Grantee shall use of a portion of the Grant Funds for one sub-contractor, ShotSpotter, Inc., a Delaware company specializing in the development and deployment of wide area acoustic gunshot surveillance systems. The Grantee has the exclusive right to select any additional sub-contractors for the Program. The Grantee is responsible for ensuring that all sub-contractors use the Grant Funds for the purposes of the Grant and the Program. The Grantee shall not, and shall require that its sub-contractors funded with proceeds of the Grant Funds not, make any statement or otherwise imply to donors, investors, media or the general public that the Foundation directly funds the activities of any sub-contractor.



(g) Modification of Program. The Foundation may request that the Grantee modify the Program during the term of the Grant, provided any such modifications are reasonable in terms of financial resources. If the Foundation and the Grantee cannot reach an agreement about the terms of any such proposed modification, the Foundation shall have the right to discontinue funding the Program or cancel the Grant with respect to any then undistributed Grant Funds that have not previously been committed by the Grantee.

(h) Cooperation with Consultants. The Grantee shall cooperate with and provide information to the consultants provided by the Foundation to serve as a learnings and technical assistance partner on the Program. Such cooperation shall include participating in routine calls, periodic meetings and site visits, and providing information about the Program when requested, subject to any restrictions required by applicable law and Police Department of Baltimore City's policies and procedures.

#### 4. Reporting.

(a) Periodic Reports. The Grantee shall provide periodic reports (the "Periodic Report") in accordance with this Section 4, including the delivery schedule set forth below in Section 4(c). Each Periodic Report shall be signed by an appropriate representative of the Grantee and shall include (i) a financial report reflecting expenditures according to the line-item categories of the Program Budget as of the end of the applicable reporting period and reflecting the use of additional income related to the Grant Funds described in Section 3(b) and (ii) a narrative account of what has been accomplished by the expenditure of Grant Funds (including an assurance that the activities under the Grant and the Program have been conducted in conformity with the terms of this Agreement). The narrative reports shall also include copies of any media coverage of the Program and two copies of any publication, audio or video program, film or other media project produced by the Grantee under this Grant for archival, research or presentation purposes. The Foundation shall have the right to make, or obtain from the Grantee, additional copies of any Grant product and to disseminate such products.

(b) Monthly Reports. The Grantee will submit monthly implementation updates ("Monthly Reports"), tracking progress against agreed upon timelines and flagging any potential concerns or delays before they occur. These Monthly Reports will include key crime statistics for the Districts where the technology has been deployed, showing change over time and compared to other districts.

(c) Additional Items. The Grantee shall immediately provide notice to the Foundation by electronic mail addressed to [legal@bloomberg.org](mailto:legal@bloomberg.org), and confirm that the Foundation has actually received such electronic mail, if it becomes aware, at any time during the Grant Term, of any of the following: (i) any misappropriation of Grant Funds or other assets of the Grantee; (ii) the occurrence of an excess benefit transaction between the Grantee and any of its disqualified persons or an act of self-dealing by any of the Grantee's disqualified persons; (iii) a violation of the Grantee's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing.

(d) Specific details and formats for all reports will be shared at a later date. All reports should be submitted electronically to the attention of [reports@bloomberg.org](mailto:reports@bloomberg.org) and [governmentinnovation@bloomberg.org](mailto:governmentinnovation@bloomberg.org) on or by the following dates:

Report Type	Report Requirements	Report Due Date
Periodic Report	Activity for the period from January 1, 2018 through June 30, 2018	August 1, 2018
Periodic Report	Activity for the period from July 1, 2018 through December 31, 2018	February 1, 2019
Periodic Report	Activity for the period from January 1, 2019 through June 30, 2019	August 1, 2019
Final Periodic Report	Activity for the period from January 1, 2018 through December 31, 2019	February 15, 2020

(e) The Grantee may be required to submit additional periodic reports as requested by the Foundation (format to be specified by the Foundation) on Program progress, including after the date stated as the Grant ending date in Section 1 of this Agreement, reports with respect to committed but not yet disbursed Grant Funds.

(f) If any report is not submitted, further payments, if any, under this Grant or under any other Foundation grant to the Grantee may be withheld in the sole discretion of the Foundation.

5. **Record Maintenance and Inspection.** The Grantee shall make its books and records related to the Program available for inspection at reasonable times by the Foundation or its assignee. The Grantee shall maintain records of expenditures, as well as copies of the reports submitted to the Foundation, for at least four years after completion of the use of the Grant Funds. The Foundation may monitor and conduct evaluations of Grantee operations under the Grant. Such monitoring may include the Foundation's personnel or assignees: (i) visiting the Grantee to observe the Program, (ii) speaking with Grantee staff members regarding the Program and (iii) conducting a review of financial records related to the Program.

6. **Prohibition on Lobbying and Other Compliance with Tax Laws.** Under the Internal Revenue Code of 1986, as amended, Grant Funds may not be used by the Grantee:

(a) to carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;

(b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;

(c) to engage in activities that require any person actively involved in the Program to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or

(d) to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters or encourage the general public or any segment thereof to vote in a specific election.

7. Grantee Representation. The Grantee represents that conduct by the Grantee of the activities described in Schedules A and B hereto in the manner described therein shall not cause the Grantee to be in violation of any federal, state, local or municipal law, rule, regulation or ordinance. The Grantee further represents that it is not aware of any of the following ever having occurred: (i) any misappropriation of material assets of the Grantee; (ii) the occurrence of an excess benefit transaction; (iii) a violation of the Grantee's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing. The person signing this Agreement on behalf of the Grantee represents and certifies that she or he has full, express power and authority to do so.

8. Compliance. If the Foundation is not satisfied with the progress of the Program, the content of any written report or the management of the Grantee, the Foundation shall have the right to suspend or discontinue the funding of the Program or to cancel the Grant with regard to any unused or undistributed Grant Funds.

9. Intellectual Property. The Grantee hereby grants to the Foundation a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, display, perform, edit, adapt, create derivative works from and otherwise exploit and sublicense, in all languages and all media now known or hereafter developed, all written work or other materials of any nature created by it under this Agreement (the "Work"). The Grantee acknowledges and agrees that no royalties will be paid for such license or use, total consideration being the grant described in this Agreement.

10. Warranty/Indemnity. The Grantee represents, warrants and covenants that the Work is original and that it is the sole creator of the Work, except for any material incorporated into the Work created or owned by third parties, from whom the Grantee has obtained or will obtain, at its expense, all licenses necessary to incorporate and use such third-party material in the Work, including the right to sublicense to the Foundation such material incorporated into the Work. The Grantee further represents, warrants and covenants that the Work does not and will not contain any matter that is obscene or libelous, in violation of any copyright, trademark, proprietary right, or personal right of any third party, or otherwise violate any law. The Grantee will indemnify and hold the Foundation, its licensees and assigns, harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising as a result of the breach or alleged breach of these representations, warranties and covenants. The Foundation agrees, however, that any obligation of the Grantee to indemnify it under this section is subject to the relevant local law applicable to the Grantee.



11. Grant Announcements and Public Reports.

(a) Grantee's Acknowledgement. The Grantee agrees to acknowledge the Foundation's funding, as described below, in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to the Initiative and/or Program (together, "Media Releases"). Any Media Release that refers to the funding source of the Grant shall: (1) refer to "Bloomberg Philanthropies" rather than to the Foundation itself; and (2) all written acknowledgements shall link to Bloomberg Philanthropies' website ([www.bloomberg.org](http://www.bloomberg.org)). The Grantee shall provide copies of all Media Releases to the Foundation and obtain the Foundation's consent prior to publication or distribution in any format of any Media Release. To the extent that the Grantee provides Media Releases to the Foundation, the Grantee represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sublicense) all works contained or used in the Media Releases.

(b) Foundation Acknowledgement. The Foundation agrees that all trademarked or copyrighted works owned by the Grantee (including but not limited to logos, written material, photos, and other similar works provided by the Grantee to the Foundation) and provided to the Foundation, in any media, shall remain the property of the Grantee. To the extent that the Grantee provides any Media Release (and works contained therein) or trademarked or copyrighted works to the Foundation, the Grantee represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sublicense) all such works. Furthermore, the Grantee provides to the Foundation a perpetual, non-exclusive, worldwide, royalty-free and fully paid-up, sub-licensable (to affiliates) license, or sub-license, as the case may be, to use, display, reproduce, publicly perform, and make derivative works of, all such works, regardless of whether such works were created with the Grant Funds. The Foundation has the right to publicly acknowledge and announce, at its sole discretion, any relationship between the Foundation and the Grantee. Bloomberg Philanthropies' web site may include a brief description of the Grant. On occasion, Bloomberg Philanthropies also posts grantees' publications and other related items on its website.

12. Grantee Contact. The Grantee's primary contact for this Grant shall be Andrew Vetter, Director of the Mayor's Office of Criminal Justice. Mr. Vetter will maintain day-to-day contact with Katie Appel Duda at the Foundation.

13. Initiative Coordination. The Grantee acknowledges that the success of the Program and of the Initiative is dependent upon the sharing of information, and cooperation generally, among partners in the Initiative. Accordingly, the Grantee shall submit updates, at the times and in the format requested by the Foundation, about Program status, contacts and other requested topics in order to keep the other partners in the Initiative apprised of developments concerning the Initiative and in order to prevent duplication of efforts and achieve maximum Program impact.

14. Representations and Covenants. The Grantee represents, warrants and covenants to the Foundation that (a) it has and shall maintain during the Grant Term the proper licenses and rights to perform the activities described herein; (b) it is in compliance with all

applicable local, city, state, federal and international laws, rules and regulations including, but not limited to, all environmental, safety and health and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and it shall remain in compliance during the Grant Term; (c) it is in compliance with all applicable affirmative action laws and regulations, including but not limited to Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Jobs for Veterans Act of 2003, and Section 503 of the Rehabilitation Act of 1973; (d) it has established adequate safety standards and protocols and that its personnel shall follow such standards and protocols and be in compliance with the Occupational Safety and Health Administration Act ("OSHA"); (e) it shall instruct its personnel in any safety standards and protocols promulgated by the Foundation, or the management of a facility occupied by the Foundation, and that its personnel shall follow such standards and protocols while on a Bloomberg Philanthropies premises; (f) the personnel shall have the necessary experience, qualifications, knowledge, competency and skill set necessary to perform the activities under this Agreement; (g) the personnel are approved and authorized to work in the United States under all rules and regulations of the Immigration and Naturalization Service of the United States, if applicable; and (h) it shall use reasonable efforts to avoid employing any persons or using any labor, or using or having any equipment, or permitting any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies which interfere or are likely to interfere with the activities under this Agreement. At any time, the Foundation may request the Grantee to present copies of its programs, policies and/or documentation as to any training provided by it to its personnel including, but not limited to, OSHA-related training.

15. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of New York.

16. Confidentiality. Each party recognizes that it will have access to information of a proprietary or confidential nature owned by the other party. The parties acknowledge that the information they share with each other is proprietary, private and confidential. As such, and with respect to Grantee, subject to the provisions of the Maryland Public Information Act, each party agrees to keep such information in strictest confidence and protect it from disclosure; provided that the parties may disclose such information as required by law. Each party hereby waives any and all right, title and interest in and to such proprietary information of the other and agrees to return all physical copies, and destroy all electronic copies, of such proprietary information, except as otherwise agreed, at their expense, upon the expiration or termination of this Agreement.

17. Entire Agreement and Amendment. This Agreement constitutes the entire understanding between the Grantee and the Foundation with respect to the subject matter hereof and shall supersede all prior arrangements on such subject matter, whether made orally or in writing. This Agreement may not be amended except by written instrument executed by authorized representatives of both the Grantee and the Foundation.

18. Notice. All legal notices and other legal communications given or made pursuant hereto shall be in writing and shall be delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested), or overnight courier and addressed to

the party's proper address as set forth below. Any such notice shall be deemed to be given as of the date it is delivered to the recipient. All notices shall be addressed as follows:

If to the Grantee to:  
Mayor Catherine Pugh  
City of Baltimore  
200 N. Holliday Street  
Baltimore, MD 21202

If to the Foundation to:  
Dahlia Prager, Esq.  
Bloomberg Philanthropies  
25 East 78<sup>th</sup> Street  
New York, NY 10075  
[legal@bloomberg.org](mailto:legal@bloomberg.org)

With a copy to:  
City Solicitor  
City Hall, Suite 100  
100 Holliday St.  
Baltimore, MD 21202

With a copy to:  
Elizabeth Buckley Lewis, Esq.  
Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019  
[elewis@willkie.com](mailto:elewis@willkie.com)

19. Miscellaneous. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument. This Agreement shall be binding upon, inure to the benefit of, and may be enforced by, each of the parties to this Agreement and its successors and permitted assigns. Each provision of this Agreement shall be considered separable, and if, for any reason, any provision or provisions hereof are determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein. This Agreement shall not be assigned without the prior written consent of the Foundation. This Agreement, including any schedules, amendments, modifications, waivers, or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. Any consent required to be given in writing hereunder may be given by electronic mail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures:

By: Patricia E. Harris

The Bloomberg Family Foundation Inc.

Name: Patricia E. Harris  
Title: C.E.O.

By: [Signature]

Mayor and City Council of Baltimore

Name: Catherine Pugh  
Title: Mayor

Date: 1/12/18

Approved as to form and legal sufficiency:

[Signature] 1/19/2018  
Chief Solicitor

Approved by the Board of Estimates:

[Signature]  
Clerk Date

One of two originals

[Signature Page to the Grant Agreement]

IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures:

By: Patricia E. Harris

The Bloomberg Family Foundation Inc.

Name: Patricia Harris  
Title: C.E.O.

By: [Signature]

Mayor and City Council of Baltimore

Name: Catherine Pugh  
Title: Mayor

Date: 1/18/18

Approved as to form and legal sufficiency:

[Signature] 1/19/2018  
Chief Solicitor

Approved by the Board of Estimates:

[Signature]  
Clerk Date  
JAN 24 2018

Two of two originals

[Signature Page to the Grant Agreement]



## **Schedule A**

### **Overview**

Equipping police officers with the tools they need to fight and solve crime is a critical component of Mayor Pugh's violence reduction strategy. This grant provides funding to advance that plan by supporting The City of Baltimore's efforts to significantly expand technologies used by the Baltimore Police Department to address, prevent, and solve crimes, particularly those involving gun violence. The technologies will bolster Baltimore's Citiwatch program, expand license plate readers, and increase areas of the city in which technology will detect gunshots and alert the Police Department in real-time.

These new investments are in technologies that have demonstrated an impact in reducing crime, in Baltimore and cities around the country. In order to maximize impact, the new technology will be targeted to areas with documented violent crime where there are clear gaps in technology coverage.

### **Scope of Work**

The City of Baltimore will primarily focus on three technologies:

1. **60 additional CCTV cameras** will be installed on light poles, expanding the reach of the Citiwatch program, which currently includes 750 fixed cameras in communities citywide. This new investment will enable the City to use crime data to determine where the cameras can provide maximum value in crime fighting. Previous expansions have primarily been driven by available federal funding streams, a source that has significantly diminished over the years. This expansion will be the largest single expansion project since 2012, when 33 new cameras were installed. This expansion will allow for a significant increase in coverage in several areas long plagued by gun violence.
2. **25 additional mobile license plate readers (LPRs)** will be installed on patrol cars, a more than 60% increase from the number of LPRs currently in use by BPD. LPRs enable real-time alerting and have the ability to capture critical investigative data. This expansion builds upon existing efforts to use the technology to identify stolen cars and other vehicles of interest. LPR's are a critical investigative tool as they automate the burdensome process of checking license plate numbers against law enforcement databases for stolen vehicles or wanted individuals.
3. **10 additional square-miles of gunshot detection coverage** will be deployed, expanding upon an existing pilot with the State. Gunshot detection helps police agencies improve response times for shootings by pushing real-time alerts to officers on the street and making police aware of shooting incidents when 911 is not called, which allows for more complete data and evidence collection on shooting events. The specific technology to be deployed will be ShotSpotter, and analyses will be conducted to compare ShotSpotter performance to other existing gunshot detection technology in order to determine how best to leverage this type of technology beyond the grant term.

Additional work may include system updates to enable field reporting from laptops and/or real-time alerting of 911 dispatch data to patrol officers in the field. Any additional scope would be reviewed and approved by Bloomberg Philanthropies and covered by the existing budget.

#### ***Expectations and Deliverables***

The City will ensure successful deployment and implementation of these new technologies by:

- Executing contracts with qualified vendors.
- Providing dedicated project management and oversight from the Mayor's Office of Criminal Justice.

Upon execution of the grant, the City will work with qualified vendors to develop and execute contracts for CCTV coverage, LPRs, and gunshot detection. Prior to execution of each contract, the City will share the following with Bloomberg Philanthropies for review and discussion:

- Proposed budget
- Implementation timeline
- Payment schedule

The City will also submit their strategy for engaging the community in deployment of each technology.

These materials will be used, in collaboration with the City, to develop associated milestones for implementation that will be monitored for the duration of the grant period.

#### ***Reporting***

In addition to the semi-annual financial and narrative reports, the City will submit monthly implementation updates, tracking progress against agreed upon timelines and flagging any potential concerns or delays before they occur. These reports will include key crime statistics for the Districts where the technology has been deployed, showing change over time and compared to other districts.

#### ***Sustainability***

Within the Grant Term, the City agrees to use the equipment purchased to support the activities described herein. The City shall develop and execute a strategy to sustain technology that proves effective beyond the Grant Term.

**Schedule B  
Budget**

<b>Bloomberg Philanthropies</b>	<b>Program:</b>	Baltimore
	<b>Initiative:</b>	Public Safety Technology
	<b>Grantee:</b>	City of Baltimore
	<b>Program Officer:</b>	Katie Appel Duda
	<b>Currency:</b>	US
	<b>Grant Reference ID:</b>	51157

**Financial Summary**

<b>Budget</b>	<b>Period 1 1/1/2018 12/31/2019</b>	<b>Total</b>	<b>% of Total Direct</b>	<b>% of Grand Total</b>
Personnel Salaries	-	-	0%	0%
Fringe Benefits	-	-	0%	0%
Contracts/Consulting	4,325,000	4,325,000	87%	87%
Travel & Events	-	-	0%	0%
Advertising/Media/Communications	-	-	0%	0%
Supplies	-	-	0%	0%
Grants	-	-	0%	0%
Equipment	675,000	675,000	14%	14%
Other Direct Operating Costs	-	-	0%	0%
<b>Total Direct Costs</b>	<b>5,000,000</b>	<b>5,000,000</b>	<b>100%</b>	<b>100%</b>
<b>Total Indirect Costs</b>	<b>-</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Total Costs</b>	<b>5,000,000</b>	<b>5,000,000</b>		